

**PERFORMANCE WORK STATEMENT (PWS)**  
**USEUCOM Construction Site Security Services**

**1 GENERAL:**

The Headquarters United States European Command (USEUCOM) is located in Stuttgart, Germany. USEUCOM is a joint forces community of approximately 1,000 U.S. service members and government civilians, who work and live at four different locations around the city. EUCOM Forces are assigned to five distinct component commands responsible for conducting broad spectrum operations throughout Europe. The component commands are: US Army Europe, US Air Forces Europe, US Marine Forces Europe, US Naval Forces Europe and US Special Operations Command Europe.

1.1. Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, personal housing facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform construction surveillance security services as defined in this PWS except for those items specified as Government Furnished Property (GFP) and Government Furnished Services (GFS). The Contractor shall perform to the standards in this contract.

1.2. Background: Service period is based on existing design/construction renovation projects and defined as no longer than a 60 month period. USEUCOM sponsored construction projects are subject to overarching and unique program considerations; the services being acquired will be critical to ensuring that USEUCOM complies with the requirements defined in the Intelligence Community Directive (ICD) 705, "Physical and Technical Security Standards for Sensitive Compartmented Information Facilities", and the Department of Defense (DoD) 5105.21-M-Volumes 1,2,3, "Sensitive Compartmented Information Administrative Security Manual", dated 19 October 2012. In addition, the ICD 705 has several implementing documents to include Intelligence Community Standard (ICS) 705-1, ICS 705-2 and the "IC Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities (SCIF), IC Tech Spec for ICD/ICS 705 version 1.4," dated 28 September 2017 and known as the Tech Specs. Documents available at:

- <https://www.odni.gov/index.php/ncsc-how-we-work/ncsc-ci-security-governance-regulations?highlight=WyJOZWNoIiwidGVjaCdzliwic3BIY3MiLCJzcGVjIl0=>

1.3. Objectives: To provide a Construction Security Services solution for USEUCOM in accordance with (IAW) the ICD and DoD policies. These services will be required for USEUCOM facilities in Stuttgart, Germany.

1.4. Scope: Contractor shall provide non-personal services of a Construction Surveillance Technician (CST) Team Lead and team of CST and subject matter expertise on construction surveillance, technical surveillance, Temporary Electronic Security System (TESS) design, installation and operation to USEUCOM in order to successfully protect the integrity of the facilities throughout their renovation. The purpose of a CST is to detect and deter the implementation of clandestine monitoring devices into US Government facilities that house and/or process classified materials/discussions.

**2 Applicable Publications (Current Editions)**

2.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. This includes current editions of the following:

- 2.1.1. DOD Commercial Use of Imagery Guidelines
- 2.1.2. AR 190-13, The Army Physical Security Program
- 2.1.3. DOD 5220.22-M, National Industrial Security Program Operating Manual
- 2.1.4. Defense Federal Acquisition Regulation Supplement (DFARS)
- 2.1.5. Joint Travel Regulation (JTR)
- 2.1.6. AR 735-5, Policies and Procedures for Property Accountability
- 2.1.7. DODD 8570.01, Information Assurance Training Certification and Workforce Management
- 2.1.8. DOD 8570.01-M, Information Assurance Workforce Improvement Program
- 2.1.9. AR 25-2, Information Assurance
- 2.1.10. DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces
- 2.1.11. AER 190-16 Installation Access Control System
- 2.1.12. AER 27-715 Contractor Identification
- 2.1.13. ICD 705, 705-1, 705-2, Physical and Technical Security Standards for Sensitive Compartmented Information Facilities
- 2.1.14. DoDM 5105.21 Volumes 1,2,3, "Sensitive Compartmented Information Administrative Security Manual
- 2.1.15. EUCOM Site Security Manager/Construction Surveillance Technician Standard Operating Procedures.

### 3 **Specific Tasks:**

In support of the USEUCOM Construction Program, the Contractor shall provide non-personal services of a Site Security Personnel (SSP) team composed of Construction Surveillance Technicians (CST) in order to successfully protect the integrity of the facilities throughout their renovation. The SSP Team functions as an extension of EUCOM's Special Security Office (SSO). The SSO is composed of government personnel and other Contractors (e.g., Site Security Manager (SSM) and Construction Program Manager) who collectively provide complete oversight of the Construction Site Security for a project and provide threat/risk mitigation strategies to the SSO. The purpose of a CST is to detect and deter the implementation of clandestine monitoring devices into U.S. Government facilities that house and/or process classified materials/discussions. The EUCOM SSO will provide:

- Construction Security Plan (CSP): An Authorized Official (AO) approved CSP serves as the overarching document that frames the threat and risk mitigation strategies to be carried out on this project, the periodic security inspections to be conducted, and site control measures to be implemented for the duration of the project to protect the integrity of the facilities throughout their renovation.
- Site Security Manager (SSM): An SSM (under a separate contract) functions, under the direction of the EUCOM SSO, as the single point of contact regarding security on the construction site and, is responsible for implementing all aspects of the CSP, and is responsible for updating and maintaining the CSP throughout the duration of the project.
- Estimated CST staffing requirements. See APPENDIX E: USEUCOM CONSTRUCTION SURVEILLANCE TECHNICIAN STAFFING METRICS

The Contractor shall:

- Ensure the requirements contained within the "ICD/ICS 705 version 1.4," dated 28 September 2017 are implemented and advise the COR and SSO of compliance. Document security

infractions and violations that deviate from the CSP and notify the COR/AO.

- Infraction is defined as any knowing, willful, or negligent action contrary to the requirements of the CSP or their implementing directive that does not comprise a violation as defined below.
- Violation is defined as any knowing, willful, or negligent action that could reasonably be expected to result in an unauthorized disclosure of classified information.
- Maintain a Site Security Personnel (SSP) team of qualified personnel that have the requisite knowledge, skills and experience to perform as Construction Surveillance Technicians as outlined below.

### 3.1. Construction Security Technicians and Surveillance Operations:

3.1.1. The Contractor shall perform IAW the EUCOM AO approved Construction Security Plan (CSP) and the Government documents cited in PWS paragraphs 1.2 and 2, inclusive of any approved changes to the CSP throughout the duration of the project.

Additionally, the Contractor CST Lead or an alternate shall:

3.1.2. Attend as scheduled weekly project review meeting with the Government staff and project's General Contractor(s) on the security requirements.

3.1.3. Report Infractions to the COR within 3 working days.

3.1.4. Report Violations to the COR within 4 hours.

3.1.5. Maintain a list of all workers used on this project and including this list in the final SCIF accreditation files.

3.1.6. Compile CST documentation records for submission to the COR and SSO by the 25<sup>th</sup> of each month.

3.1.7. Monitor the activities of all foreign national construction workers and personnel on the Secure Construction Site at all times.

3.1.8. Document the construction activities of all persons on the Secure Construction Site.

3.1.9. Document all security incidents that occur on the Secure Construction Site.

3.1.10. Perform in-depth inspections of construction materials, tools, and equipment prior to and after their use/installation ensuring all items are free of tampering and identifying all anomalies. Material inspections will include use of specialized equipment including the Non- Linear Junction Detector, Spectrum Analyzer, and Portable X-Ray machine.

3.1.11. Identify and document anomalies and variances in finished construction work against the official project construction plans.

3.1.12. Perform access control functions, including personnel and bag searches, preventing the entry of unauthorized persons, materials, and equipment.

3.1.13. Carry out opening and closing procedures of the Secure Construction Site each day as directed by the EUCOM Security Office in coordination with the SSM.

### 3.2. Specific Personnel Requirements

3.2.1. The Contractor shall identify a Lead CST to serve as the Contractor's single focal point for all taskings and work assignments related to performance of this PWS. The Lead CST shall be a key person responsible for:

- a. issuing day-to-day direction to the Contractor CSTs IAW the schedule and priorities of the government;
- b. submission of deliverables that conform to the required standards; and
- c. administrative requirements in performance of the contract.

### 3.2.2. Construction Surveillance Technicians (CSTs):

The Team Lead will receive and implement orders or special instructions from the EUCOM Security Office in coordination with the Site Security Manager (SSM) concerning matters which affect the security operations of the site. As such they will possess the requisite skills to take care of the team's administrative work at site (The performance of assigned CSTs, CST scheduling, management, and team rotations, Personnel accountability) while still participating as a working member of the team. The Team Lead may be required by the SSM to become very involved with the General Contractor's foreman to ensure upcoming work requirements are addressed and able to be covered. Team Lead will also perform the duties of CST as listed below:

- a. The CST Team Lead (TL) will monitor, observe, and interact with the construction workers as they accomplish their various tasks to preclude the introduction of electronic, electrical, mechanical, or any other type of hostile surveillance monitoring devices into finished construction.
- b. The CSTs will be responsible for screening all equipment, materials, and furnishings destined for use in the controlled construction area, using X-ray machines and any and all other methods of examination as outlined in the requirements and approved by the government.
- c. Perform in-depth inspections of construction materials, tools, and equipment prior to and after their use/installation ensuring all items are free of tampering and identifying all anomalies.
- d. Identify anomalies and variances in finished construction work against the official project construction plans.
- e. Perform access control functions preventing the entry of unauthorized persons, materials, and equipment.
- f. Operate proposed inspection equipment.
- g. Utilize knowledge of all construction disciplines, to include civil architectural, mechanical, electrical and electronic engineering principles.
- h. Read and analyze designs and blueprints, and recognize the architects intended use.
- i. Analyze designs and structural complexities, which are intended to mask an ulterior purpose not intended by the architect.
- j. Exercise knowledge of Technical Surveillance Countermeasures, construction principles, and the types of devices used by hostile and friendly intelligence services for the purpose of clandestine surveillance.
- k. Write detailed reports in English and complete the analyses of issues, findings, and security situations which require staff action.
- l. Maintain daily logs during their tour of duty. The log format will conform to the SSO's requirements and the format will be decided upon post award.
- m. Apply knowledge of USEUCOM security procedures and the level of security required in various parts of each facility under construction.
- n. Routinely review the security requirements for this project with the EUCOM SSO and the General Contractor (GC).
- o. Maintaining CST documentation records for the duration of the project.
- p. Maintain daily logs, which will be submitted to the SSM.
- q. Monitor the activities of all foreign national construction workers and personnel on the Secure Construction Site at all times.
- r. Document the construction activities of all persons on the Construction Site and security incidents that occur on the Secure Construction Site.

- s. Carry out opening and closing procedures of the Secure Construction Site each day as directed by the SSM.
- 3.2.3. CST qualifications are defined in the TESA Job description at PWS Appendix A. Additionally, each CST shall:
- Be trained in the operation of the proposed inspection equipment as described in Section 3.3 Training.

### 3.3. Training

3.3.1. The Contractor's Site Security Personnel (SSP) shall have attended training appropriate to the employee's designated job category as described. The course certification will need to be presented to the Government during the TESA application as a supporting document to the Government for the TESA review. TESA applications are submitted by the contractor after post award. Training will be completed prior to employee starting work under this task order. The Contractor shall provide the COR with a copy of the training roster within 5 business days after award. The report must include their name, dates training was received, certificate number, labor category, and training course name. The COR will provide format and content of the report.

Portions of this training will be classified and should include:

- a. Security Program Functions, Responsibilities and Authority
- b. Security Standards and Procedures
- c. Principles of Physical and Technical Security
- d. Specialized Surveillance and Screening Equipment, including X-Ray
- e. Construction Surveillance Requirements and Techniques Counterintelligence and Operational Security
- f. Construction Site Safety
- g. Blue Print Reading & Interpretation of Project Specifications and Drawings Security Awareness and Personal Security
- h. Observation Skills/Site Surveillance
- i. Techniques of Entry Control
- j. Personnel and Vehicle Screening and Search Techniques Rules of Personal Conduct
- k. Emergency Medical Training to the Advanced First Aid Level (as described by the American Red Cross)

3.4. Schedules The Contractor shall prepare and maintain all Site Security Personnel (SSP) schedules in accordance with task order requirements. These hours include close of business or shift transition procedures so that no individual works overtime as part of the standard services. All work schedules must be approved in advance by the COR at least 5 business days thru email. Exact work hours will be determined by the phase of construction renovation project. The Contractor shall ensure appropriate breaks, e.g. meals, are scheduled during all shifts.

3.5. Security Related Briefings: The Government will provide a situational briefing identifying unique conditions that may affect normal daily operations when conditions change. General and specific orders will be promulgated by the COR and provided to the Contractor's Lead CST for posting and implementation. The Lead CST shall ensure that all SSP under his/her supervision are thoroughly familiar with all orders before assuming duty. The Lead CST must be available to receive and implement these orders and special instructions from the COR.

### 3.6. Project Site Documentation

3.6.1. Operational Records. The CSTs shall maintain logs in accordance with the Construction Security Plan (CSP) and in accordance with EUCOM identified standard operating procedures. Additionally, the Contractor shall report all security incidents to the SSO & COR in accordance with established CSP or special instructions. At a minimum the CST Team Lead will ensure that the following activities/events are documented by the CST Team Lead's Staff:

- a. Detailed descriptions of all construction activities including: Date, Time, Location, Person(s) completing work, Work being performed, Monitoring CST(s), and accompanying photos.
- b. Detailed descriptions of all security incidents involving persons that occur on the Secure Construction Site including: Date, Time, Person(s) involved, Description of incident, Reporting CST(s), and accompanying photos (if applicable).
- c. Detailed descriptions of all construction security deficiencies including: Date, Time, Location, Person(s) involved (if applicable), Description of deficiency, Reporting CST(s), and accompanying photos.
- d. Detailed descriptions of all construction close-ins/seal-ins for the duration of the project including: Date, Time, Location, Type of close-in/seal-in, Person(s) completing work, Monitoring CST(s), and accompanying photos.
- e. Complete access control log of all persons who access and exit the secure construction site including: Full name, Date/Time entered, Date/Time exited.
- f. Complete list of all vehicles that access the Secure Construction Site including: Date, Time of entrance, Time of exit, Driver's name, Driver's license number, Vehicle license plate number, and Reason for entrance.

3.6.2. Administrative Records. The Contractor shall maintain administrative records containing at a minimum the resumes of all employees furnished under this contract, time and attendance records, and final security clearance findings. The COR will be authorized to review all resumes, time and attendance records, and security clearance information, as required.

3.6.3. Monthly Status Report. The Contractor shall provide a monthly status report by the 25<sup>th</sup> of each month. The report shall be in MS office and sent via email. The report will include at a minimum: names of personnel assigned to the site, the number of personnel hired, resigned, or terminated; security problems encountered with resolution(s); and a general summary of personnel-related issues.

3.6.4. Personnel Roster. The Contractor shall provide a roster of all SSP to include: name, date and place of birth, passport number, and level of clearance. Note: In section 5.21 below – this information will be protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a. The personnel roster is due within thirty (30) business days after task order award. When personnel are employed or terminated, an updated roster must be provided to the COR within five (5) Business days.

3.6.5. Monthly Equipment List. The Contractor shall provide a list of all equipment used in meeting the requirements of this task order on a monthly basis. The Monthly Equipment List is due at the same time as the Monthly Activity Report and shall include the equipment description, serial number, purpose, operating status, and include any maintenance conducted during the report period.

3.7. Shipping / Transportation Services: N/A.

3.8. Enterprise-Wide Contractor Manpower Reporting (eCMRA): The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site: <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DISA awards a contract for an Air Force requiring activity, the Contractor shall load the required reporting data in the "Department of Air Force CMRA" tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. If task order period of performance ends prior to September 30, the Contractor has 30 business days from end date of the task order to complete the eCMRA requirement. The Contractor shall notify the COR when the basic record has been established in the appropriate eCMRA tool. Contractors may direct questions to the help desk by clicking on the "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website.

### 3.9. Optional Surge Support

It is anticipated that the Government may require surge support resources from the Contractor to support additional Government requirements while continuing to provide standard contracted services. The Contracting Officer Representative (COR) will ensure sufficient funds exist to support the requirements prior to execution of the support. Surge support shall be provided on a Time and Material (T&M) basis in accordance with labor rates listed on the Contractor's price proposal.

For proposal purposes, the Pricing Template (RFP Attachment 1) indicates the number of FTE and hours required for each CLIN per period of performance.

The Government reserves the unilateral right to exercise the following optional services. Options will be invoked through award of a Task Order modification issued by the Contracting Officer. Options may be invoked at any time, in whole or in part, at the discretion of the Government. Written notice (email) will be provided to the Contractor upon exercise of these Optional Surge Support CLINs. The Contractor shall ensure personnel have completed necessary training IAW PWS sections 3.3 and 5.21 and have obtained the necessary clearance requirements IAW PWS sections 5.7 and 5.22. For In-Country personnel, the Contractor is expected to have personnel onsite within 14 calendar days. For personnel being relocated from the U.S., the Contractor is expected to have personnel onsite within 3 months of notice.

At the time of exercising an option, the Government will further definitize requirements, where necessary to:

- a. Provide technical direction necessary to clearly delineate the extent of support and nature of work to be performed, deliverables and required timeframes, if any.
- b. Specify any applicable details about the specific environment where support is required.
- c. Identify place(s) of performance.
- d. In the event support is required outside of the core hours listed in PWS Section 5.4, the Contractor will be notified of the required hours of support.
- e. Identify required service level(s) and performance standards, if any.
- f. Specify security clearance requirements.
- g. Identify specific certification requirements of DoD Manual 8570.01M, Information Assurance Workforce Improvement Program applicable to the option being invoked.

#### 4 Deliverables Schedule

The Contractor shall submit the following deliverables in accordance with a format that is approved by the SSO.

PWS Ref.	Deliverable	Frequency	# of Copies	Medium/Format	Submit To
PWS para. 5.4	Quality Control Plan (QCP)	The QCP shall be submitted within thirty (30) calendar days of task order award to the Contracting Officer's Representative (COR). The Contractor shall submit QCP changes within five (5) calendar days to the COR for review and acceptance prior to implementation.	1	MS Office or PDF Electronic	COR
PWS para. 3.1.6	Document security violations or deviations from the CSP	Verbally notify the EUCOM Security Office within 1 hour of a security violation and provide documentation within 1 business day of incident (Summary Weekly)	1	Electronic submission thru Excel spreadsheet	COR/SSO
PWS para. 3.1.8	Maintain a list of all workers used on this project	Monthly Summary	1	Electronic submission thru Excel spreadsheet	COR/SSO
PWS para. 3.1.1.11 & 5.3.3	Compile CST documentation records document anomalies and variances in construction	Weekly or as requested by SSO	1	Electronic	COR/ SSO
PWS para. 3.1.1.11.	Develop and maintain a Construction Security Plan (CSP) A physical survey is required as part of developing the CSP.	Creation as needed per CLIN. Submit CSP changes within five (5) business days to the COR for review and acceptance prior to implementation.	1	Electronic	SSO
PWS para.3.1.8	Document the construction activities of all persons on the Secure Construction Site.	Monthly Summary	1	Electronic submission thru Excel spreadsheet	COR/SSO



PWS para. 3.1.10	Document materials, technique, and duration of inspections of construction materials, tools, and equipment.	Prior to and after their use/installation Monthly Summary	1	Electronic	SSO
PWS para. 3.2.1	Develop Standard Operating Procedures, Plans, and Special Instructions governing the surveillance function.	Creation as needed on an ad hoc basis	1	Electronic	SSO
PWS para. 3.3.1	SSP Training Roster, include each Contractor name, dates training was received, certificate number, labor category, and training course name.	Initial SSP Training Roster to be submitted within ten (10) days of contract award; When new personnel are employed, an updated roster must be provided to the COR within five (5) Business days	1	Electronic	COR/SSO
PWS para. 3.6.5	Monthly Equipment List of all equipment used in meeting the requirements of contract IAW PWS para. 3.6.5	Monthly	1	Electronic	COR/SSO
PWS para. 3.6.3	Monthly Status Report IAW PWS para. 3.6.3.	Monthly	1	Electronic	COR
PWS para. 3.6.4	Personnel Roster of all Site Security Personnel (SSP) IAW PWS para. 3.6.4.	Within thirty (30) business days after task order award.  When personnel are employed or terminated, an updated roster must be provided to the COR within five (5) Business days	1	Electronic	COR

## 5 ADMINISTRATIVE CONSIDERATIONS

5.1. Period of Performance: The period of performance shall be for one (1) Base Year of twelve (12) months and (3) Option Years of (12) months each.

5.2. Quality Control Plan (QCP): The Contractor shall develop, implement, and maintain a QCP and program to ensure all work described in this contract is performed at or above the standard defined in the Performance Requirements Summary (PRS). The QCP is developed by the Contractor for its internal use to ensure that it performs and delivers high-quality service. The Contractor's QCP is the means by which the Contractor ensures all work complies with the requirements of the contract. The QCP identifies and corrects potential and actual problem areas throughout the entire scope of the contract.

5.2.1. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The QCP shall be submitted within thirty (30) business days of task order award to the COR. After acceptance of the QCP, the Contractor shall receive the contracting officer's (CO) acceptance in writing or any proposed changes to the QC procedures. The Contractor shall submit QCP changes within five (5) business days to the COR for review and acceptance prior to implementation.

5.2.2. Quality Assurance (QA): The government shall evaluate the Contractor's performance under this task order in accordance with (IAW) the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed IAW the performance standards and quality requirements are met. "Quality Requirements" means the technical requirements in the task order relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the Contractor, to ensure the product or service conforms to the contractual requirements. The QA defines how the performance standards will be applied, the frequency of surveillance, the minimum acceptable defect rate(s), and deductions, if applicable.

5.3. Recognized Holidays: This information is contained in CCE Clause 204-4000 U.S and Host Nation Holidays. Weekends and legal or declared holidays will be excluded from the core hours requirement, unless specifically authorized by the COR.

5.4. Hours of Operation: The Contractor is responsible for conducting business during the hours of a fluctuating workday between (0600-1800) for the successful accomplishment of the particular project or job. Due to the process and the nature of scheduling construction work, the Contractor shall be flexible. It is anticipated that Contractor support will be required for a minimum of 40 hours per week. Contractor shall be informed with a minimum of 48 hours' notice in advance of the need to shift the workday within the core hours. The core work week is Monday through Friday, except US and German Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

5.5. Place of Performance: The work to be performed under this contract will be performed at Patch Barracks, Stuttgart, Germany. No tele-working is authorized under this contract.

5.6. Type of Contract: The government will award a hybrid firm-fixed-price/labor hour/Time and

Materials type-contract, wherein the core labor is fixed price on a daily rate and performance during non-core hours is priced on a time and materials basis.

#### 5.7. Security Requirements:

5.7.1. Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information, and GFE property provided for Contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured IAW Army Regulation (AR) 190-13, "The Army Physical Security Program" and DoD5105.21-M-Volumes 1,2,3, "Sensitive Compartmented Information Administrative Security Manual."

5.7.2. Personnel Security Clearance Requirements: Contractor personnel performing work under this contract shall have an active personnel security clearance at the Top Secret SCI level in the Joint Personnel Adjudication System (JPAS) at time of the proposal submission, and maintain the level of security required for the life of the contract. The government will not sponsor a new investigation; the Contractor is responsible to provide personnel with already active eligibility at TOP SECRET SCI level. The security requirements are IAW with the DD Form 254, "Department of Defense (DOD) Security Classification Specification", provided at award. The Contractor shall ensure that Contractor employees and sub-Contractor employees performing services under this contract comply with FAR 52.204-2, *Security Requirements* when the employee has access to information classified "Confidential," "Secret," or "Top Secret." The Contractor shall ensure their employees' complies with the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and any revisions to DOD 5220.22-M, notice of which has been furnished to the Contractor. The Government retains the right to exclude any employee from performance of duties under this contract task order if they do not possess the personnel security clearance requirements.

5.7.3. Background Checks: Security checks that have been completed as part of a personnel security clearance background investigation, or a previous background check that was a condition of employment, meet this requirement. The Government retains the right to exclude any employee from performance of duties under this task order if a background security check reveals an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract.

5.8. Installation Access: Access to US controlled areas is limited to personnel meeting security standards outline in AE Reg. 190-16 and USAG Stuttgart Command Policy Memorandum #58 and Installation Access Control. This requirement applies to all Contractor employees performing work under this contract on U.S. controlled areas. Failure to submit required information or to obtain required documentation will result in the exclusion of such employees from the U.S. controlled areas until such documentation is obtained. Employees of the Contractor who do not possess a valid installation access pass will be restricted from the workplace until the pass is (re)activated. No Contractor employees will be signed on the installation by an active card holder or Contractor, to conduct work duties. The Contractor employees shall be subject to personal and vehicle searches when entering or leaving the installation. Required documentation includes photocopy of German work visa or fax-back document.

5.8.1. The COR will provide the Contractor the required information and documents for installation passes. The Contractor shall provide a list of all employees that have that need to be registered for installation access. The format and content will be provided by the COR. The Contractor shall

provide an installation pass log within ten (10) business days after contract award. The pass log shall be updated as employees are added or removed and submitted to the COR within 5 days after changes. The Contractor shall provide a photocopy of German work visa or fax-back document with the installation pass log.

5.8.2. Upon the termination of employment or termination/cancellation of this task order, the Contractor is responsible to collect the installation access passes. The Contractor shall collect the installation access passes the same day employment of an individual has expired/terminated, notify the COR and shall return them to the issuing office within three (3) workdays.

5.9. Background Check Notification Requirements: If a background check on any employee or sub-contractor employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source (including host country law enforcement) of criminal activity by Contractor employees, sub-contractors, or sub-contractor employees, the Contractor shall immediately:

- a. Notify the CO or COR of that information; and
- b. Notify the CO or COR of any suspicious activity by Contractor employees, sub-contractors, or sub-contractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person;
- c. Any actions taken against Contractor employees, sub-contractors, or sub-contractor employees pursuant to this requirement.

The Contractor shall include the substance of this paragraph and the preceding paragraph in all subcontracts.

5.10. Employment Eligibility: Contractor shall ensure that all Contractor employees and sub- Contractor employees performing services under this contract have been pre-screened for employment eligibility using the E-verify Program on the Department of Homeland Security website <http://www.uscis.gov/e-verify>. Personnel that have not met the employment eligibility requirement on this website are not authorized to perform services under this task order. Verification of the eligibility check will be made available to the CO or COR upon request. This requirement is not in lieu of and does not relieve the Contractor from the I-9 Employment Eligibility Verification Forms for employment of personnel.

5.11. Operations Security (OPSEC) Requirements: Contractor personnel shall adhere to facility security policies and restrictions. If applicable, government issued access badges shall not be worn outside designated facilities where visible to the general public. The Contractor shall immediately report suspicious activities to security personnel.

5.12. Key Control: The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. Contractor shall not duplicate keys provided by the Government. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas.

5.12.1. The Contractor shall report any occurrences of lost or duplicate keys/key cards to the KO and the COR within two (2) hours or the next business day if after hours and to request key or lock(s) replacement. This notification and request for key(s) and lock replacement shall be submitted

in writing. The total cost of the replacement may be at the Contractor's expense.

5.12.2. Only authorized Contractor personnel shall use Government issued key(s). Contractor personnel shall follow security access requirements when entering secure areas. Contractor shall receive appropriate security clearance approval to allow visitor(s) access in secure areas.

5.13. Lock Combinations: The Contractor shall establish and implement methods to ensure all lock combinations are protected from unauthorized persons. The Contractor shall ensure lock combinations are changed when personnel with access to the combinations no longer have a need to know IAW DoDM 5105.21 Volumes 1,2,3, "Sensitive Compartmented Information Administrative Security Manual and Standard Operating Procedures".

5.14. Post Award Conference/In Progress Review (IPR) Meetings: The Contractor shall attend the post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. The CO, COR, with other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. The frequency of the meetings will be determined by the Government in coordination with the Contractor representative. At these meetings the CO and COR will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.8 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: ensure the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the CO and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

5.15. Key Personnel: The following personnel are considered key personnel by the government: CST Lead. The Contractor shall provide an onsite CST Lead/alternate who shall be responsible for the performance of the work. The onsite CST Lead shall be the focal point for contract coordination and performance with the Government. The name of the CST Lead and an alternate who shall act for the Contractor shall be designated in writing to the contracting officer within five (5) business days after contract award. The CST Lead or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The CST Lead or alternate shall be available during business hours per paragraph 5.4. Depending on the phase of the building renovation the Contractor shall provide a combination of types of SSP as the government executes the different contract line item numbers (CLINs). However, the average usage rate may change as project operation requirements change and as the construction process moves forward. The CST Lead shall be able to obtain and maintain a Top SECRET SCI clearance. Qualifications for all key personnel are listed below:

5.16. Qualifications or Certifications: PWS APPENDIX D lists the individual requirements necessary to receive individual logistical support under the Theater Expert Status Accreditation (TESA) required by the Department of Defense Contractor Personnel Office (DOCPER) and the German Host Nation. Logistical privileges are covered under US Army Europe Regulation (AER) 600-700 17-6. AUTHORIZED SUPPORT

<https://media.defense.gov/2018/Dec/19/2002074303/-1/-1/0/AER600-700.PDF>

All SSP must be familiar with the sixteen (16) standard divisions of construction and have a proficient understanding of the ICD/ICS-705 (version September 28, 2017). The Contractor shall be responsible for assuring that all SSP are in good physical health and are physically able to perform the activities and functions required by this PWS as determined by the Contractor's medical doctor (e.g. able to stand, sit, bend, walk, kneel, and other related physical activities for long periods of time). Contractor personnel may be required to pass a CI polygraph before working on this contract. All SSP shall be capable of reading and analyzing designs and blueprints, and recognizing the architects intended use. In addition to examining designs and structural complexities, which are intended to mask an ulterior purpose not intended by the architect. All SSP must be able to write detailed reports in English and complete the analyses of issues, findings, and security situations which require COR action. All Contractor personnel are required to adhere to all applicable government field management rules, regulations and standard operating procedures regarding site access, off duty behavior and other administrative matters. No Contractor personnel shall be used interchangeably under this contract, unless prior notification is obtained from the CO through the COR. Personnel may be utilized if appropriately trained and identified by the Contractor for any of the labor categories. The intent is not to have personnel rotate in and out of positions daily. The Contractor must establish and maintain close, continuous, and responsive contact with the COR.

All Contractor SSP are required to participate in security briefings by USEUCOM. The Contractor shall adhere to the latest version of the EM 385-1-1 (Engineer Manual), U.S. Army Corps of Engineers Safety and Health Requirements in the performance of this contract. The Contractor shall provide all required personal protective equipment (PPE) necessary to perform the work in accordance with EM 385-1-1.

5.17. Identification of Contractor Employees: Contractor employees shall identify themselves as Contractor personnel and shall avoid representing themselves as Government employees. This identification includes meeting attendance, answering Government telephones, email communications, and working in other situations where Contractor status is not obvious. Contractor personnel identification shall be easily identifiable through the display of badges IAW AER 27-715 Contractor Identification. SSP will be required to obtain a USEUCOM access badge and CAC in the performance of this service.

5.18. Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and material, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without the written permission from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

5.19. Non-Disclosure Requirements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of

such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge, nor release data or information developed, or obtained under performance of this work statement, except to authorize Government personnel or upon written approval of the CO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall apply, and shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at <http://www.defenseimagery.mil/products/dodimagery/commercialuse.html>. The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

5.19.1. Non-Disclosure Statements: The Contractor shall provide signed non-disclosure agreements to the Government prior to commencement of work under the task order. Disclosure of information by Contractor personnel may result in Contractor personnel removal from performance of duties under this contract.

5.20. Organizational Conflict of Interest (OCI): Contractor and sub-contractor personnel performing work under this task order may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the CO and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the CO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

#### 5.21. Training Requirements

5.21.1. Anti-Terrorism (AT) Level I Training: The Contractor shall complete AT Level I Training within fifteen (15) business days after task order award date. Contractor personnel travelling overseas shall complete area of responsibility (AOR) specific AT awareness training for U.S. based Contractor employees and associated sub-contractor employees. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR within ten (10) calendar days after completion of this training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://Jkdirect.jten.mil>. Contractor personnel must complete refresher training every twelve (12) months except AOR specific AT Level I training which shall be completed as required by local AT policies.

If training cannot be conducted on the website, the Contractor shall coordinate with the COR who will contact the local AT Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the AT Officer. Verification of the training shall be provided to the COR within ten (10) calendar days after completion of the training.

5.21.2. OPSEC Training: Contractor employees, including subcontractors, shall complete Level I OPSEC training within fifteen (15) business days of employment under this contract. OPSEC Level I training is available at <https://www.iad.gov/iass/opse1301/index.htm>. Contractor personnel must complete refresher training every 12 months. If training cannot be conducted on the website, the Contractor shall coordinate with the COR who will contact the local OPSEC Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the OPSEC Officer. Verification of the training shall be provided to the COR within 10 calendar days after completion of the training.

5.21.3. Information Assurance (IA) Training: Contractor employees, including subcontractors, requiring access to Government information systems shall complete the DOD IA Cyber Awareness Training, Information Assurance, within fifteen (15) business days of employment. Training is available at <https://ia.signal.army.mil/DoDIAA/default.asp>. All Contractor personnel and subcontractor personnel performing services under this contract with access to a government information system must be registered in the Army Training Certification Tracking System (ATCTS), the web address is <https://atc.us.army.mil/iastar/index.php>. Contractor personnel must complete refresher training every twelve (12) months.

5.21.4. iWATCH Awareness: The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided in this PWS by the USAG Stuttgart ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report on suspicious activity to the COR. This training shall be completed within thirty (30) calendar days of contract award and within thirty 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than five (5) calendar days after completion. All training materials can be found at <http://www.detrack.army.mil/ready/iwatch.cfm/>.

5.21.5. Interacting with Government Employees for Contractors (Ethics for Contractors): Contractor employees shall complete Interacting with Government Employees for Contractors within 30 calendar days after contract start date and within 30 calendar days for new personnel. The Contractor shall submit a Memorandum for Record (MFR) within 10 calendar days when all employees have completed the training. The MFR shall be submitted to the COR (or to the contracting officer, if a COR is not assigned). Interacting with Government Employees for Contractors training is available at [http://education.oge.gov/training/module\\_files/ogegovctr\\_wbt\\_07/10.html](http://education.oge.gov/training/module_files/ogegovctr_wbt_07/10.html). Contractor personnel must complete an annual (face to face) training every 12 months.

## 5.22. Foreign (OCONUS) Requirements:

5.22.1. Theater and Country Clearance Requirements: Contractor shall ensure all U.S. citizen or U.S. resident Contractor employees and sub-contractor employees performing services under this contract comply with the training and Theater/Country Clearance requirements listed in the Government Foreign Clearance Guide for the country in which they will be employed. The requirements can be found at <https://www.fcg.pentagon.mil/fcg.cfm>. Verification of the training will be made available to the CO or COR upon request.

## 6 GOVERNMENT FURNISHED ITEMS AND SERVICES:



Services: Contractor Individual Logistical Support (ILS) will be provided under this contract upon approval of the individual Contractor staff for Technical Experts Status Accreditation (TESA) (see PWS APPENDIX D: Construction Surveillance Technician TESA Job Description). The Contractor shall comply with DOD Contractor Personnel Office (DOC PER) TESA requirements. DOC PER information and resources can be obtained at <http://www.per.hqusaar.army.mil/cpd/docper/default.htm>. Upon successful TESA application approval, the contract employee will receive Individual Logistic Support (ILS). United States citizen Contractor employees who are authorized entry to the overseas command may be authorized by the discretion of local command policy, the Logistical Support Services defined in Appendix B, in accordance with DA PAM and AR 715-9.

The Contractor shall submit TESA applications using the DOC PER Contractor Online Processing System (DCOPS). The Contractor shall name an individual located in Germany who is designated in DCOPS as the party responsible for managing and administering the TESA process. The Contractor's designated representative shall work with the COR to complete Phase I and II approvals and shall ensure continued compliance with TESA requirements throughout performance.

At the Kick-Off Meeting, the Contractor shall submit documentation necessary for TESA Phase I Contract Approval to the COR, including but not limited to:

- A copy of all subcontractor agreements;
- All applicable TESA job descriptions;
- First and last name of Contractor's designated TESA representative located in Germany with email address, phone number, fax number, address, city, country, postal code, etc.

Upon receiving Phase I approval, the Contractor shall submit completed, TESA Phase II Individual Applicant documentation to the COR through DCOPS, including but not limited to applications, resumes, employee employment contracts, and supporting documentation. After review and approval the COR will submit TESA documents through DOC PER for approval and routing to applicable authorities.

The Contractor shall assist the COR in complying with AE Reg 715-9(4)(d) by:

- Ensuring TESA application packages are accurate and complete and that applicants meet approved job requirements;
- Providing timely notification to the COR when staffing changes and employee terminations occur which in turn will allow the COR to inform DOC PER and IMCOM-E of such terminations
- Facilitating Turn-in of contractor Common Access Cards (CACs) and identification (ID) cards to local ID-card facilities after terminations.

NOTE: Individual Logistical Support will only be provided to TESA approved employees.

6.1. Facilities: The Government will provide the necessary office workspace for the Contractors to provide the support outlined in the PWS.

6.2. Utilities: N/A

6.3. Equipment: The Government will provide and/or the Contractor will have access to a desktop computer inside USEUCOM SSO.

6.3.1. For all issued GFP for this contract, the Contractor shall submit a property management plan

within ten (10) days to USEUCOM SSO that addresses the requirements as listed in FAR Clause 52.245-1, Government Property. Contractor shall ensure GFP is maintained IAW AR 735-5, Policies and Procedures for Property Accountability, in addition to the aforementioned clause.

6.3.2. Develop and provide a list of any additional equipment that is recommended to inspect/examine equipment, materials, and furnishings destined for use in the controlled construction area. The government COR and security team in coordination with the approved CSP will determine what will be acceptable from this list and approve, however only the CO will authorize the Contractor to purchase. This equipment must be in accordance with the ICD 705, DoD policies and the Construction Security Plan as approved by the Government.

6.4. Materials N/A

6.5. Common Access Cards (CAC): The Government will provide Common Access Cards (CAC) via the Trusted Associate Sponsorship System (TASS) (Web site <https://www.dmdc.osd.mil/tass/>). The COR will provide the format and content.

7 **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

7.1. General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this task order that are not listed under Part 3 of this PWS.

7.2. Facility Security Clearance: The Contractor shall possess and maintain a Top Secret facility security clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract, shall have been granted a TS/SCI personnel security clearance from the Defense Industrial Security Clearance Office. The DD Form 254 is provided as PWS APPENDIX C.

7.3. Materials:

1. Approval process for Non-Travel Other Direct Costs (ODCs):  
The Government may require the contractor to purchase equipment, hardware, software, and associated supplies critical and related to the services being provided under the PWS (described later in Section 7.3). Such requirements will be identified at the time the Task Order is issued or may be identified during the course of the task order by the Government or the contractor.

Non-Travel ODC items having a total procurement cost over \$5,000 shall have the written approval of the Client Representative/Technical Point of Contact (TPOC) and the GSA Contracting Officer prior to purchase.

If the contractor initiates the purchase, and has an approved purchasing system, the contractor shall submit a Request to Initiate Purchase form (RIP) to the Client Representative/TPOC and the GSA COR. If the contractor does not have an approved purchasing system, the contractor shall submit a Consent to Purchase form (CTP) to the GSA CO and COR. The RIP or CTP document shall include the purpose, specific items, estimated cost, cost comparison, and rationale for purchase. The contractor shall not make any purchases without an RIP that has been approved by the Client TPOC, GSA COR, and GSA CO. The anticipated time frame for approvals is 3 to 5 business days.

Federal contracting laws and regulations apply to all Contractor open market purchases of materials and equipment under this task order. Prices must be determined fair and reasonable from competitive sources and are subject to Government audit. The Contractor shall maintain records for all ODC purchases documenting competitive sourcing, or the rationale for single-source procurement if necessary, in strict compliance with the competition requirements set forth in the Federal Acquisition Regulation (FAR), and shall provide copies of all such documentation upon the Government's request to verify compliance. The Contractor shall only be permitted to apply indirect rates to ODC purchases after award if such application is consistent with the successful price proposal and DCAA recommendations. No profit or fee shall be allowed on ODC costs.

All ODC items purchased by the Contractor for the use or ownership of the Federal Government shall become property of the Federal Government. If the Contractor acquires hardware or software maintenance support, all licenses and/or contractual rights to receive title shall be turned over to the Government upon completion of the task order. The Government's liability to reimburse the Contractor for costs incurred from the acquisition of hardware/software maintenance support shall be limited to costs incurred during the period of the order for which the Government received the items acquired.

2. Infrastructure and Equipment: The Contractor shall procure, design, install, repair/maintain, and provide initial sec for all the equipment and systems listed in PWS 7.3. The equipment will be purchased on the Other Direct Cost (ODC) Equipment Task Item. The Contractor shall ensure that all equipment is serviceable and maintained IAW the specific manufacturer's requirements from construction start until the Beneficial Occupancy Date (BOD). Any hardware, software or documents that contain or had contained personal identifiable information, to include but not limited to, electronic data storage devices, Identification Badges, Log books, etc. shall become the property of the government at the completion of the task order (BOD) and are required to be at all times under the supervision of the Lead CST. At no time will the Contractor remove anything that contains or had contained in the past personal identifiable information from the construction site without the proper authorization of the EUSEUCOM SSO. The Government will take ownership of the pallet X-Ray machine (PWS 7.3.2.b.7) at the end of the contract.

- a. The Contractor shall provide all personal protective equipment (PPE) as needed for use in an active construction area IAW Occupational Safety Health Association (OSHA) (e.g. hard hats, safety glasses/goggles, safety shoes, and safety vests, flashlights).

- b. The construction security infrastructure will include but not be limited to:

1. Personnel screening equipment:
  - a. Iris Scanner. The Iris scanner system will be located at the ACF. The Iris scanner- will need two eye scanners (modular readers). All construction workers coming onto the site will scan in/out using this system.
2. Intrusion detection systems

3. Personnel screening equipment required:
  - a. one (1) walk through metal detector (similar to an airport security checkpoint) located at the ACF and Secure Storage Area (SSA) for scanning people/workers- all uncleared workers will enter the site through the walkthrough metal detector and five to ten (5-10) hand held metal detector wands are required. The hand wands will be used as a secondary option to scan people and equipment/materials. They will be used all around the site and building. The minimum features include:
    - a. One switch operation—turn it on and begin use.
    - b. Audible or vibrating alarm.
    - c. Detects ferrous, non-ferrous, and stainless steel weapons, contraband, and other metallic objects.
    - d. No tools required to change battery.
4. material screening equipment:
  - a. pallet x-ray
    1. The Government requires that the pallet xray scanner be similar in capability of the example: PWS APPENDIX H Example of Cargo Scanner.
    2. The Government will retain possession of the pallet x-ray after the completion of the contract performance.
  - b. Package x-ray may be located at the ACF to scan tools and equipment that the workers bring onto the site.
  - c. non-linear junction detectors (NLJD)
- c. Badging – The Contractor shall provide a system capable of producing badges to be issued to all personnel requiring site access. The Contractor shall also provide the materials needed to create site badges as well as display site badges chest high. The system shall include:
  1. One (1) computer
  2. One (1) ID badge software
  3. One (1) LCD monitor
  4. One (1) color printer
  5. One (1) software controlled digital camera
  6. One thousand five hundred (1500) ID cards (2-5/16" x 3-1/4")
  7. One thousand five hundred (1500) Laminating pouches (2-5/16"X3-1/2)
  8. One thousand five hundred (1500) removable straps clips
  9. Four (4) ink cartridges sets
  10. One rack to include individual slots for the storage of each worker ID badge (may be site fabricated).
- d. Staff radios – The Contractor shall provide (radios) for each Contractor employees performing under this PWS. Support items shall include:
  1. Batteries for each radio
  2. Multi-unit chargers with capacity for a minimum six (6) simultaneous charging stations
  3. Software and cable kit for radio programming Multi-Channel radio with manual channel switch option
- e. The construction site surveillance equipment will include but not be limited

to:

1. digital camera
  2. locks and tools
  3. staff radios (PWS 7.3.2.d)
  4. electronic documentation devices with photo capabilities, and Automated Data Processing (ADP) equipment, IPADs with tap forms APP for CST note taking
  5. Wolfhound cell phone detector
  6. tamper seals, and equipment
  7. materials and supplies to create site badges for all personnel requiring access to the construction site (PWS 7.3.2.c).
- f. Documentation: Complete document support including electronic documentation devices (PWS 7.2.e) capable of producing electronic reports and accompanying photographs. The Contractor shall also provide a computer system capable of compiling all documentation from the digital devices for turn over to the government. Handwritten documentation will NOT be accepted on this project and it is the responsibility of the Contractor to develop a digital documentation process as well as provide all necessary equipment and materials for complete digital documentation. All documentation must be turned in to the COR and/or AO/SSO by the Contractor in digital format upon completion of this project and/or as requested by the government throughout the project. The Contractor shall provide documentation to the COR/AO/SSO when directed by the SSO.

7.4. Common Access Cards (CAC): The Contractor shall provide the following information: Last, First Middle Name, Cadency Name, Person identifier (SSN, FIN, or TIN), date of birth, primary email (this email will be used to contact the individual) to the COR with 15 calendar days after award. The Contractor shall provide a CAC log within the first 30 business days after task order award and within 5 business days after changes have been made. The COR will provide the format and content. Note CACs are Government property and must be accounted for.

## 8 KICK-OFF MEETING

The Contractor shall participate in a Kick-Off Meeting with the Government at a time and place scheduled through the GSA Contracting Officer, or designated representative. The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved in administration of the Task Order. The meeting will provide the opportunity to discuss task order transition, technical, management, and security considerations; reporting and deliverable submission procedures; travel/ODC approval processes; billing/invoicing procedures; roles/responsibilities, etc. At a minimum, the attendees shall include key representatives of the Contractor, key Government representatives from REPO, and representatives from GSA's Contracting Office.

## 9 CLAUSES AND PROVISIONS

Reference paragraph I.1. TASK ORDER CLAUSES of the OASIS Basic Contract:

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), the OASIS master contracts cannot predetermine all the contract provisions/clauses for future individual task orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS task orders, based on their specific contract type (e.g. cost, fixed price etc), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued.

FAR Part 12 commercial clauses/provisions do not apply.

The following sections identify FAR / DFARs / GSAM or other additional and/or agency-specific provisions/clauses that are also applicable to this task order:

### **9.1 Agency-Specific provisions/clauses**

- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials. (Nov 2011)
- 252.204-7003 Control of Government Personnel Work Product (Apr 1992)
- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Mar 2012)
- 252.211-7007 Reporting of Government-Furnished Property (Aug 2012)
- 252.242-7006 Accounting System Administration (Feb 2012)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
- 252.245-7002 Reporting Loss of Government Property (Apr 2012)
- 252.245-7003 Contractor Property Management System Administration (Apr 2012)
- 252.245-7004 Reporting, Reutilization, and Disposal (May 2013)

### **9.2 FAR Clauses**

#### **52.252-2 Clauses Incorporated by Reference**

The OASIS contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/>.

#### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days

#### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent

to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

#### **52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

#### **52.237-3 Continuity of Services (Jan 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### **52.243-2 Changes -- Cost-Reimbursement (Aug 1987), Alternative I**

#### **52.246-5 -- Inspection of Services -- Cost-Reimbursement (Apr 1984)**

#### **52.249-6 -- Termination (Cost-Reimbursement) (May 2004)**

#### **52.249-14 -- Excusable Delays (Apr 1984)**

### **10.0 GSA Invoicing Clause (Region 3 AAS)**

The Period of Performance (POP) for each invoice *shall* be for one calendar month. The contractor *shall* submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

(1) The end of the invoiced month (*for services*) or

- (2) The end of the month in which the products (*commodities*) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Labor Hour and Time and Material orders/contracts each invoice shall show, the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It *shall* also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, *as well as* the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts each invoice *shall clearly indicate* both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

The contractor *shall submit* all required documentation (unless exempted by the contract or order) as follows:

For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.

For ODCs: Submit a description of the ODC, quantity, unit price and total price of each ODC.

**Note**: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

**Note**: For Firm Fixed Price, Labor Hour, and Time and Material fiscal task items:

Charges:

- All invoice charges must be task item specific (only one task item) unless concurrent task item periods of performance exist.
- For invoices with concurrent task item periods of performance all invoice charges must be service month specific (that is one service month only).

Credits:

- If the credit invoice is for the same year of a particular ACT#, the contractor shall include that credit on a subsequent invoice submission against that same ACT#. If the contractor is unwilling to offset a subsequent invoice then they must submit a refund check.
- When the credit invoice is for a different year, the contractor shall submit a refund check for that credit invoice.

Invoices that net to a credit balance **SHALL NOT** be accepted. Instead a refund check must be submitted by the contractor to GSA accordingly. The refund check shall cite the ACT Number



and the period to which the credit pertains. The contractor shall provide the credit invoice as backup documentation. Do not attach credit invoice in ITSS or on the Finance website. It must be attached to the refund check. The refund check shall be mailed to:

General Services Administration  
Finance Division  
P.O. Box 71365  
Philadelphia, PA 19176-1365

**Posting Acceptance Documents:** Invoices shall be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS to allow the client and GSA COTR to electronically accept and certify services received by the customer representative (CR). Included with the invoice will be all back-up documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

**Receiving Agency's Acceptance:** The receiving agency has the following option in accepting and certifying services:

- a. Electronically: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services.

Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services. The contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. After acceptance of the invoice by the CR, the Contractor shall submit a proper invoice to GSA Finance ([www.finance.gsa.gov/defaultexternal.asp](http://www.finance.gsa.gov/defaultexternal.asp)) not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item.

**Note:** The acceptance of the authorized agency customer representative is REQUIRED prior to the approval of payment for any invoiced submitted and shall be obtained prior to the approval of payment. In order to expedite payment, it is *strongly recommended* that the contractor continue to include the receiving agency's electronic acceptance of all the services or products delivered, with signature of the authorized agency customer representative and the date of acceptance, as part of the submission documentation.

**Note:** If *any* invoice is received without the required documentation and, the customer's electronic acceptance, the invoice *shall* be rejected in whole or in part as determined by the Government.

**Posting Invoice Documents:** Contractors shall submit invoices to GSA Finance for payment, after acceptance has been processed in GSA's electronic Web-Based Order Processing System, currently ITSS. The contractor is to post the invoice on GSA's Ft. Worth web site, [www.finance.gsa.gov/defaultexternal.asp](http://www.finance.gsa.gov/defaultexternal.asp)

**Content of Invoice:** The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered

by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

1. GSA Task Order Number
2. Task Order ACT Number
3. Remittance Address
4. Period of Performance for Billing Period
5. Point of Contact and Phone Number
6. Invoice Amount
7. Skill Level Name and Associated Skill Level Number
8. Actual Hours Worked During the Billing Period
9. Travel Itemized by Individual and Trip (if applicable)
10. Training Itemized by Individual and Purpose (if applicable)
11. Support Items Itemized by Specific Item and Amount (if applicable)

**Final Invoice:** Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA COTR before payment is processed, *if necessary*.

#### **Close-out Procedures.**

**General:** The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

#### **11.0 CONTACTOR MANPOWER REPORTING**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Manpower Data Center (DMDC) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), WHICH RUNS October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>

#### **12.0 Government Points of Contact**

- **EUCOM Technical Points Of Contact (TPOCs)**

*To be designated at time of award*

- **Ryan Mathews - Contracting Officer**  
GSA FAS, Mid-Atlantic Region  
100 S. Independence Mall W. 3rd Floor  
Philadelphia PA 19106  
Email : [Ryan.Mathews@gsa.gov](mailto:Ryan.Mathews@gsa.gov)  
Phone: 215-446-5793
- **Raj Singh – Contract Specialist**  
GSA FAS, Mid-Atlantic Region  
100 S. Independence Mall W. 3rd Floor  
Philadelphia PA 19106  
Email: [rajdeep.singh@gsa.gov](mailto:rajdeep.singh@gsa.gov)  
Phone: 215-446-2868
- **Eric Christeson – GSA PM / COR**  
GSA FAS, Mid-Atlantic Region  
100 S. Independence Mall W. 3<sup>rd</sup> Floor  
Philadelphia PA 19106  
Email : [eric.christeson@gsa.gov](mailto:eric.christeson@gsa.gov)  
Phone: 215-446-2902

#### **PWS APPENDICES**

- A. PERFORMANCE REQUIREMENTS SUMMARY
- B. DEFINITIONS AND ACRONYMS
- C. DD FORM 254 DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION
- D. CONSTRUCTION SURVEILLANCE TECHNICIAN TESA JOB DESCRIPTION
- E. USEUCOM CONSTRUCTION SURVEILLANCE TECHNICIAN STAFFING METRICS
- F. USEUCOM SSO-SSM STANDARD OPERATING PROCEDURE